

# **EXHIBIT A**

Notice of Event of Default and Reservation of Rights

April 13, 2022

**NOTICE OF EVENT OF DEFAULT AND RESERVATION OF RIGHTS**

DELIVERY BY: Email

**To:**

Aralpa Holdings Limited Partnership  
 Av. Presidente Masaryk 111, Piso 9  
 Col. Polanco V Sección, CP 11560  
 Ciudad de México, México  
 Email: alo@aralpacapital.mx and jose.llamas@quattrofa.com

**With a copy to:**

Rodrigo Lebois Mateos  
 Av. Presidente Masaryk 111, Piso 9  
 Col. Polanco V Sección, CP 11560  
 Ciudad de México, México  
 Email: alo@aralpacapital.mx and jose.llamas@quattrofa.com

Promexcap Spain, S.L.  
 Hermosilla 11, 1a Planta, 28001, Madrid, Spain  
 Email: alo@aralpacapital.mx

**Re: Notice of Event of Default and Reservation of Rights**

Ladies and Gentlemen:

Reference is made to: (i) the Fourth Amended and Restated Multi-Draw Term Note, dated as of November 30, 2021 (the “**Note**”), by Aralpa Holdings Limited Partnership, a New Brunswick limited partnership, by its general partner Yucon Mining LLC (“**Borrower**”) in favor of Citibank, N.A., (“**Lender**”); (ii) the Security Agreement, dated as of September 30, 2019 (as amended and reaffirmed by that certain Amendment No. 2 and Reaffirmation of Security Agreement, dated as of April 12, 2021, and as further amended and reaffirmed by that certain Amendment No. 3 and Reaffirmation of Security Agreement, dated as of November 30, 2021, the “**Security Agreement**”) by Guarantor as grantor in favor of Lender; (iii) the Security Agreement, dated as of April 12, 2021 (as amended and reaffirmed by that certain Amendment No. 1 and Reaffirmation of Security Agreement, dated as of November 30, 2021, the “**Spanish Security Agreement**”) by Promexcap Spain, S.L., a Spanish private company (sociedad de responsabilidad limitada) (the “**Spanish Grantor**”) in favor of Lender and (iv) the Guaranty Agreement, dated as of September 30, 2019 (as amended and reaffirmed by that certain Amendment and Reaffirmation of Guaranty Agreement, dated as of April 12, 2021, and as further amended and reaffirmed by that certain Amendment No. 2 and Reaffirmation of Guaranty Agreement, dated as of November 30, 2021, the “**Guaranty**”), made by Rodrigo Lebois Mateos (“**Guarantor**”) in favor of Lender. Capitalized terms used herein and not otherwise defined herein have the meaning ascribed to those terms in the Note.

Notice is given that an event of default has occurred and is continuing as of the date hereof under Section 12(l) of the Note (the “**Event of Default**”).

Notice is further given that as a result of the Event of Default, as well as any other breaches that may exist, Lender is entitled to exercise any and all default-related rights, powers, privileges and remedies under the Note, the Guaranty, the Security Agreement, the Spanish Security Agreement and applicable law.

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By reason of the Event of Default, Lender is giving notice that it is expressly reserving its right to declare an Event of Default, declare the principal amount outstanding under the Note, all interest thereon and all other amounts payable under the Note to become immediately due and payable pursuant to Section 13 of the Note.

Please be advised that Lender has not waived the Event of Default and expressly reserves all of its other rights, powers, privileges and remedies under the Note, the Guaranty, the Security Agreement, the Spanish Security Agreement and applicable law. Lender may exercise all such rights, powers, privileges and remedies at any time in its sole and absolute discretion without further notice.

Nothing in this letter or in any correspondence or communications among Lender, Borrower, Guarantor and Spanish Grantor, nor any delay on the part of Lender in exercising any of its rights and remedies under the Note, the Guaranty, the Security Agreement, the Spanish Security Agreement and the other Credit Documents and/or applicable law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, unless otherwise agreed to in a writing signed by Lender, (ii) constitute a consent to or waiver of any past, present or future Default or Event of Default or other violation of any provisions of the Note, the Guaranty, the Security Agreement, the Spanish Security Agreement or any of the other Credit Documents, (iii) amend, modify or operate as a waiver of any provision of the Note, the Guaranty, the Security Agreement, the Spanish Security Agreement or any of the other Credit Documents or any right, power, privilege or remedy of Lender thereunder or under applicable law or constitute an agreement to forbear or to restructure the obligations, unless otherwise agreed to in a writing signed by Lender, or (iv) constitute a course of dealing or other basis for altering any rights or obligations of Lender, Borrower, Guarantor or Spanish Grantor under the Credit Documents or any obligations of the Borrower under the Note. Nothing contained in this notice shall confer on Borrower any right to notice or cure periods with respect to any Event of Default.

Notwithstanding the existence or content of any communication, including but not limited to any verbal conversations regarding the Event of Default and/or any other Default or Event of Default under any Credit Document, no waiver, forbearance or other action by Lender with regard to any Event of Default, Default or Event of Default under any Credit Document shall be effective unless the same has been reduced to writing and executed by an authorized representative of Lender.

Dated: 13<sup>th</sup> day of April, 2022

Citibank, N.A.

By: 

Name: Vasantha Kumar Ranganathan  
Title: Vice-President